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5 Attorney for US Performing Arts Camps

6 **UNITED STATES BANKRUPTCY COURT**
7 **NORTHERN DISTRICT OF CALIFORNIA**
8 **SAN FRANCISCO DIVISION**

9 In re

Case No. 20-03064
(Jointly Administered)

10 PROFESSIONAL FINANCIAL
11 INVESTORS, INC., *et al*,

Chapter 11

12 Debtors.

13
14 MICHAEL GOLDBERG,
15 TRUSTEE OF THE PFI TRUST,

AP Case No. 22-03085

Plaintiff,

16 v.
17 **DECLARATION OF MATTHEW D.**
18 **METZGER IN SUPPORT OF**
19 **MOTION FOR ORDER AUTHORIZING**
20 **WITHDRAWAL OF COUNSEL**

21 US PERFORMING ARTS CAMPS,

Defendant.

22
23 Date: September 7, 2023
24 Time: 2:00 p.m.
25 Place: Telephonic/ Videoconference
Courtroom 19
450 Golden Gate Avenue
16th Floor
San Francisco, CA
26 Judge: Hon. Hannah L. Blumenstiel

I, Matthew D. Metzger, declare as follows:

1. I am principal at Belvedere Legal, PC (the “Firm”) and counsel for the above-captioned Defendant (the “Defendant”). I make this declaration in support of the *Motion for Order Authorizing Withdrawal of Counsel*. The matters stated below are made and based upon

1 my personal knowledge, except for those matters stated upon information and belief, and as to
2 those matters, I believe them to be true. If called as a witness, I could and would testify as follows.

3 2. Rule 1.16(b)(5) of the California Rules of Professional Conduct provide that a
4 lawyer may withdraw from representing a client if “the client breaches a material term of an
5 agreement with, or obligation, to the lawyer relating to the representation, and the lawyer has
6 given the client a reasonable warning after the breach that the lawyer will withdraw unless
7 the client fulfills the agreement or performs the obligation”

8 3. Here, the Defendant has not paid for all invoices for past legal services.

9 4. It appears that the Defendant also is unable to pay a future retainer to reimburse the
10 Firm for future time and expenses necessary for trial preparation.

11 5. The Firm cannot prepare for trial or dispositive motion work if the Firm is not paid
12 for legal services.

13 6. A pre-trial conference is scheduled for December 7, 2023 and trial is scheduled for
14 December 22, 2023. Dkt. # 12.

15 7. I am filing the motion to withdraw as counsel in August 2023 to allow the
16 Defendant as much as time as possible to locate replacement counsel.

17 8. The Defendant's registered address with the California Secretary of State and
18 current contact information via phone and email is below:

19 US Performing Arts Camps
Attn: Judith Patterson, Registered Agent for Service of Process
20 350 Ignacio Blvd
Novato, CA 94949
21 Email: Judith Patterson <jp@usperformingarts.com>
Tel. 415.710.1650

22 9. The Firm returned the Defendant's digital case file as well as a copy of Court's
23 February 15, 2023 *Scheduling Order* to the Defendant via US Mail and e-mail.

24 I declare under penalty of perjury under the laws of the United States of America that the
25 foregoing is true and correct.

26 Executed August 4, 2023 at San Mateo,
27 California

/s/ *Matthew D. Metzger*
Matthew D. Metzger